

**Summary points of Tentative Agreement  
between  
CMSD Board of Education and Cleveland Teachers Union**

**Problem-solving**

- Modified to encourage greater collaborative problem-solving by allowing mediation as a substitute for arbitration of grievances

**Teacher Contracts, Re-employment, Non-Re-employment**

- Aligns contract options to HB525
- Board may offer limited and/or extended limited contracts to teachers for seven years prior to offering a continuing contract (tenure)

**Teacher Evaluation**

- Outlines the collaboratively developed Teacher Development and Evaluation System (TDES)
- Establishes multiple measures of data to be used as 50% of teacher evaluation, as required by Ohio statute/Ohio Department of Education
- Outlines problem-solving process when TDES timelines and procedures cannot be completed as prescribed
- Makes a commitment to continued collaboration to complete a Development and Evaluation System for “related service providers” (i.e., guidance counselors, psychologists, etc.)
- Makes a commitment to continued collaboration to redesign Induction, Mentoring, and Peer Assistance and Review programs to align with TDES

**School Schedules, Meetings and Calendars**

- Outlines Board’s responsibilities for setting school calendars and start times, as required by HB525
- Establishes a new standard teacher work day which includes 40 additional minutes of professional time daily for individual professional activities (i.e., meeting with students and families, lesson planning, etc.) and professional activities (i.e., faculty meetings, professional development, collaborative planning, etc.)
- Along with extended professional time outlined above, reorganizes teacher planning periods to allow 100 minutes additional student contact time per teacher per week
- Eliminates voluntary professional days (VPDs) and wraps VPD resources into new differentiated compensation system

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- Requires a portion of parent teacher conference time to be reserved prior to December 15 as required by HB525

**School Organization and Teaching Assignments**

- Establishes class size goals of 25 students for grades K-3, 28 students for grades 4-8, and 30 students for grades 9-12
- Changes staff assignment structure for grades K-3 to match staff assignment structures for grades 4-12
- Strengthens problem-solving language to address class sizes that are bigger than established goals
- Allows schools more autonomy in schedule design through the school-based Academic Achievement Plan process and by eliminating contractually required high school schedules

**Hiring, Assignment, and Transfer Procedures**

- Consistent with HB 525, outlines hiring and staff assignment processes, led by school-based Personnel Selection Teams

**Procedures for Student Discipline, Misconduct, and Social Emotional Learning**

- Updated due-process protections for students to match current state/federal laws
- Revised classroom behavior referral process, called Removal for Educational Intervention, to proactively address student behavior concerns at both the classroom teacher and school team level
- Included expectations for proactive social emotional learning supports, including school-based student support teams, classroom meetings, anti-bullying programming, student advisory committees (as defined in HB525), and planning centers
- Revised staff assault language to match current state law

**Professional Conduct and Procedural Protection**

- Revised and streamlined discipline processes and timelines to match HB525
- Included teachers with two “ineffective” evaluation ratings as a cause for termination as required by HB525

**Layoffs and Recalls**

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- Designed layoff and recall process to use evaluation ratings, specialized skills/experience, tenure, and seniority for making layoff and recall decisions, as prescribed in HB525
- Designed layoff and recall strategy for teachers new to the district who do not yet have evaluation ratings
- Commits District and CTU to complete layoff and recall process for related service providers in year two of the contract along with related service provider evaluation process (as outlined above)

**Working Conditions for Para-professionals**

- Aligns hiring, assignment, evaluation, discipline and dismissal requirements for para-professionals to those of other CTU bargaining unit members (as described above)
- Protects seniority for layoff and recall decisions for para-professionals

**Investment (Corrective Action) Schools**

- Removes Academic Intervention language and replaces with Corrective Action requirements as prescribed in HB525

**Differentiated Compensation System**

- Outlines a differentiated compensation system that rewards educators based upon performance, skill development, and professional growth
- Outlines a five tier career path for teachers and related service providers: resident, professional, specialist, leader, expert
- Outlines criteria for earning “achievement credits” which allow educators to demonstrate their performance, skill development and professional growth for purposes of compensation
- Commits District and CTU to develop four specialist/leader/expert pathways from which educators can choose: instructional, curriculum, student support, research & assessment
- Commits District and CTU to complete differentiated compensation process for related service providers in year two of the contract along with related service provider evaluation process (as outlined above)

**Compensation, Benefits, and Terms**

- Certifies a three-year agreement with no wage-reopeners

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- Provides 4% increase to current base pay in first year of contract to compensate for increased instructional and professional time outlined above
- Provides 1% increase to the differentiated compensation schedule in year three of the contract to compensate for complete implementation of evaluation system, differentiated compensation system, layoff and recall procedures, and staff assignment procedures
- Provides a one-time \$1500 stipend in the year educators complete the move to differentiated compensation system to pay for training and readiness activities related to the transition (year 2 for teachers; year 3 for related service providers)
- Increases member contributions to healthcare benefits to 10% of premium, with established caps
- Modifies health benefits to reduce costs and to increase dental benefits